

AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF
THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENCE OF
THE REPUBLIC OF SINGAPORE
REGARDING
THE EXCHANGE OF ENGINEERS AND SCIENTISTS
(SHORT TITLE: ESEP AGREEMENT)

Certified to be a true copy:



F. R. BEER
Director, International Agreements
Navy International Programs Office

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PREAMBLE

The Department of Defense of the United States of America (U.S. DOD) and the Ministry of Defence of the Republic of Singapore (MINDEF), hereinafter referred to as "the Parties," have agreed as follows concerning a program for the exchange of Engineers and Scientists (E&S).

ARTICLE I

DEFINITION OF TERMS

The Parties have agreed upon the following definitions for terms used in this Agreement:

Classified Information	Official Information that requires protection in the interests of national security and is so designated by the application of a security classification marking. This Information may be in oral, visual, magnetic or documentary form or in the form of equipment or technology.
Combatant Command	One of the U.S. unified or specified combatant commands established by the President under Title 10, United States Code, Section 164.
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the Information is provided or generated under this Agreement, the Information shall be marked to identify its "in confidence" nature. It could include Information which has been declassified, but remains controlled.
Engineers and Scientists (E&S) Personnel	Military and civilian engineers and scientists of the Department of Defense or Ministry of Defense (DoD/MINDEF) who perform scientific and other jointly decided technical functions.
Exchange Program	The exchange of personnel under this Agreement.
Host Organization	The Military Service, Combatant Command, DoD/MINDEF agency, or staff, or equivalent organizations of each

DoD/MINDEF, to which exchange personnel are assigned for duty pursuant to this Exchange Program.

Host Party The DoD/MINDEF to which the Host Organization belongs.

Information Any knowledge, regardless of form, provided to, generated in, or used in this Exchange Program.

Invention Any Invention or discovery formulated or made (conceived or first actually reduced to practice) in the course of work performed under this Exchange Program. The term first actually reduced to practice means the first demonstration, sufficient to establish to one skilled in the art to which the Invention pertains, of the operability of an Invention for its intended purpose and in its intended environment.

Parent Organization The Military Service, Combatant Command, DoD/MINDEF agency, or staff, or equivalent organizations of each DoD/MINDEF, to which exchange personnel belong.

Parent Party The DoD/MINDEF to which the Parent Organization belongs.

Patent Legal protection of the right to exclude others from making, using, or selling an Invention. The term refers to any and all Patents including, but not limited to, Patents of implementation, improvement, or addition, petty Patents, utility models, appearance design Patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.

ARTICLE II

PURPOSE AND SCOPE

2.1. This Agreement establishes the terms and conditions by which the Parties agree to provide on-site working assignments in scientific and other agreed technical positions to selected career Engineers and Scientists (E&S) Personnel from the other Party. The work assignments shall provide the E&S Personnel work experience and knowledge of the organization and management of Host Party defense activities by performing duties under the direction of a host supervisor. Exchanges of E&S Personnel under this Agreement shall be conducted on a reciprocal basis so that the overall benefit to each Party shall be essentially equal. This Exchange Program shall not include training, except as provided in Article V (Financial Arrangements) paragraph 5.4., and it is not to be used as a mechanism for obtaining Information related to the design, development and manufacture of military systems. Except for the exchange of Information incidental to supporting this Exchange Program, this Exchange Program may not be used as a mechanism for, and does not authorize, the exchange or generation of Information subject to export control laws and regulations. The Parties agree that access to Information by E&S Personnel will be limited to that required to perform the duties in his/her position description. All Information to which the E&S Personnel have access will be used only for purposes of performing the duties in his/her position description, and will not be disclosed or released by him/her without the prior written authorization of the Host Party. Exchanges of Information shall be governed by separate agreements designed for that purpose (for example, cooperative research and development, and Information exchange agreements) and appropriate transfer or export authorization. The Parties will comply with all applicable export control laws, regulations and policies.

2.2. E&S Personnel shall not be assigned to positions under this Exchange Program that would involve the release of Restricted Data or Formerly Restricted Data as defined in the U.S. Atomic Energy Act of 1954 as amended; communications security Information; Information for which foreign dissemination has been prohibited in whole or in part; Information for which a special access authorization is required; Information originated by another organization, department, agency or government; or Controlled Unclassified Information, unless the specific Information has been authorized

in writing for release to the government of the Parent Party under an existing program or with the prior written consent of the appropriate disclosure authority, whichever is applicable. Access to, or transfer of Information subject to export control laws and regulations will be subject to the approval of the originating Party's government.

2.3. E&S Personnel shall not act in a liaison capacity or otherwise act as representatives of the Parent Party or the Parent Organization while assigned to exchange positions, nor shall they act as representatives of the Host Party or the Host Organization to which they are assigned. E&S Personnel shall perform duties as defined in the position descriptions for their respective positions.

2.4. E&S Personnel shall be nominated and assigned to positions with a Host Organization in accordance with the procedures at Annex A.

2.5. The Parties shall designate Executive Agents and Managing Agents to oversee the Exchange Program established by this Agreement. The Executive Agents and Managing Agents shall have the responsibilities described in Article III (Executive Agents and Managing Agents).

ARTICLE III

EXECUTIVE AGENTS AND MANAGING AGENTS

3.1. For the Department of Defense of the United States of America, the Executive Agent (EA) for this Agreement shall be the Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics). For the Ministry of Defence of the Republic of Singapore, the EA shall be the Defence Science and Technology Agency (DSTA). The EAs shall be responsible for:

- 3.1.1. periodically reviewing this Agreement to ensure conformity with current law and regulations;
- 3.1.2. recommending amendments to this Agreement; and
- 3.1.3. maintaining a record of exchange positions and Managing Agents.

3.2. A Managing Agent (MA) shall be designated at each Host Organization to which E&S Personnel are assigned. The Managing Agents shall be responsible for:

- 3.2.1. entering into specific exchanges;
- 3.2.2. maintaining a record of the position descriptions for all E&S positions for the Host Organization in accordance with Annex A;
- 3.2.3. ensuring that exchanges are conducted in accordance with the approved position descriptions, applicable laws and regulations, and this Agreement;
- 3.2.4. reporting exchange positions to the EAs; and
- 3.2.5. approving amendments to position descriptions.

ARTICLE IV

SELECTION AND ASSIGNMENT OF PERSONNEL

4.1. Participation in this Exchange Program shall be on a highly selective basis from among career military personnel and career civilian employees of the U.S. DoD and the MINDEF. The Parent Organization shall be solely responsible in the selection of its E&S Personnel based on the following criteria:

- 4.1.1. They must have demonstrated capabilities for future positions of greater responsibility.
- 4.1.2. They must be well-versed in the current practices, technical training and doctrine of their organization, and be particularly qualified through experience for the exchange positions to be occupied.
- 4.1.3. They must possess the grade, skill, training, and academic qualifications which are described in the applicable position descriptions.
- 4.1.4. They must be sufficiently proficient in the language of the Host Party to satisfy the requirements of the positions.
- 4.1.5. They should hold at least an undergraduate degree or equivalent professional qualifications and have at least four years of practical experience in the technical area related to the positions to which they shall be assigned.

4.2. To assist in the evaluation and selection of E&S Personnel, the MAs shall provide professional background resumes, career areas of interest, and assignment objectives for each candidate, following the format of Appendix 1 of Annex A, to each other nine (9) months prior to the desired date of each assignment. Final selection of E&S Personnel shall be by mutual Agreement between the MAs at least four (4) months prior to the assignment.

4.3. The placement of E&S Personnel nominated under this Exchange Program shall be conditional upon the ability of the Host Organization to provide work assignments commensurate with

the purpose and scope of this Exchange Program for a mutually agreed period of time.

4.4. Consistent with the nomination process, the Host Party shall be authorized to discharge E&S Personnel from this Exchange Program who do not meet the above criteria, after prior consultation with the Parent Party. This decision is within the sole discretion of the Host Party.

4.5. For purposes of this exchange agreement, military and civilian engineers and scientists of the Singapore Defence Science Organisation (DSO) National Laboratories who are seconded to DSTA in accordance with Singapore laws and regulations are considered to be employees of the MINDEF and are eligible to participate in this Exchange Program.

ARTICLE V

FINANCIAL ARRANGEMENTS

5.1. The Parent Party's responsibilities shall include, but shall not be limited to, the following costs for its E&S Personnel:

- 5.1.1. All pay and allowances.
- 5.1.2. Travel to and from the country of the Host Party.
- 5.1.3. All temporary duty costs, including travel costs, when such duty is carried out at the request of the Parent Party.
- 5.1.4. The movement of dependents and the household effects of E&S Personnel.
- 5.1.5. Preparation and shipment of remains and funeral expenses in the event of the death of E&S Personnel or their dependents.
- 5.1.6. All expenses in connection with the return of E&S Personnel who have been discharged from this Exchange Program and their accompanying dependents.

5.2. The Host Party shall be responsible for the following:

- 5.2.1. Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the Host Party.
- 5.2.2. Costs incurred as a result of a change in location of work ordered by the Host Party during the period of the exchange.
- 5.2.3. The cost of training programs conducted to familiarize, orient, or certify exchanged personnel regarding unique aspects of the assignments of the exchanged personnel.

5.3. The Host Party shall not charge for the use of facilities or equipment necessary for the performance of tasks assigned to E&S Personnel.

5.4. The Parent Party shall pay the costs of formal and informal training and professional military education except as noted in paragraph 5.2.3. above.

5.5. The Host Party shall not provide any supplies or services related to those costs that, by virtue of paragraph 5.1. above, are the obligation of the Parent Party. Accordingly, it shall be necessary for the Parent Party to make arrangements to defray such costs directly through its personnel, rather than by reimbursement to the Host Party.

ARTICLE VI

SECURITY

6.1. During the selection process, each Party shall inform the other of the level of security clearance required, if any, to permit E&S Personnel to have access to Classified Information and work areas. Access to Classified Information shall be consistent with Article II (Purpose and Scope), paragraph 2.2 of this Agreement and shall be kept to the minimum required to accomplish the work assignment, as determined by the Host Party based on the applicable position description. Actual transfer of, or access to, Information subject to export control laws and regulations shall be subject to authorization by the relevant authorities of the originating Party's government.

6.2. Each Party shall cause security assurances to be filed, through the Embassy of the Republic of Singapore in Washington, DC, in the case of the Singapore personnel, and through the U.S. Embassy in Singapore, in the case of the United States personnel, stating the security clearances for all E&S Personnel selected. The security assurances shall be prepared and forwarded through prescribed channels in compliance with established Host Party procedures.

6.3. The Host Organization and the Parent Organization shall ensure that assigned E&S Personnel are fully cognizant of applicable laws and regulations concerning the protection, release, transfer or export, both during and after the termination of an assignment, of proprietary Information (such as Patents, copyrights, know-how, and trade secrets), Classified Information, Controlled Unclassified Information, and Information subject to export control laws and regulations, to which access might be gained under this Exchange Program, both during and after termination of an assignment; and shall be required to sign the certification at Annex B.

6.4. E&S Personnel shall at all times be required to comply with the security and export control laws, regulations and procedures of the government of the Host Party. Any violation of security procedures by E&S Personnel during their assignments shall be reported to the Parent Party for appropriate action. E&S Personnel committing willful violations of security or export control procedures during their assignments shall be withdrawn from this Exchange Program with a view toward administrative or disciplinary action by the Parent Party.

6.5. All Classified Information made available to or generated by E&S Personnel shall be considered as Classified Information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for under the "General Security of Military Information Agreement between Singapore and the United States of America".